

1 BILL NO. S-80-12-36

2 SPECIAL ORDINANCE NO. S-10-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 327-80
6 between the City of Fort Wayne, Indiana,
and Northeastern Construction Company, Inc.
Contractor for installation of sanitary sewer.

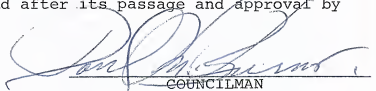
7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated December 16,
11 1980, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and the Board of Public Works, and Northeastern
13 Construction Company, Inc. Contractor for:

14 construction of an eight, twelve
15 and fifteen inch sanitary sewer from
16 the intersection of Butler Road and
17 Butler Court to the intersection of
West State Boulevard and Westgate
Drive and areas adjacent thereto,

18 under Board of Public Works Sewer Improvement Resolution No.
19 327-80, at a total cost of \$493,596.00, all as more particu-
20 larly set forth in said Contract which is on file in the Of-
21 fice of the Board of Public Works and is by reference incor-
22 porated herein and made a part hereof, be and the same is in
23 all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full
25 force and effect from and after its passage and approval by
26 the Mayor.

27 
COUNCILMAN

28 APPROVED AS TO FORM AND
29 LEGALITY DECEMBER 18, 1980.

30 
31 JOHN E. HOFFMAN, City Attorney
32

Read the first time in full and on motion by Burns,
seconded by Quinta, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council chambers, City-County Building, Fort Wayne,
Indiana, on 12-23-80, the 12-23-80 day of December, 1980, at 10 o'clock 10 M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by GiaQuinta, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BURNS</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-10-81

on the 13th day of January, 1981.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of January, 1981, at the hour of
11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan.
1981, at the hour of 11 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-36

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution No.

327-80 between the City of Fort Wayne, Indiana, and Northeastern
Construction Company, Inc. Contractor for installation of
sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 327-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between NORTHEASTERN CONSTRUCTION, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

MAIN LINE

Beginning at an existing manhole structure located 660± LF south of and 50± LF west of the intersection of Butler Road and Butler Court; thence meandering southwesterly 220± LF to a proposed manhole located 320± LF south of and 100± LF west of the intersection of Butler Road and Butler Court; thence westerly 695± LF to a proposed manhole located 330± LF south of and 200± LF east of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence southwesterly 255± LF to a proposed manhole located 400± LF south of and 30± LF west of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence southerly 735± LF to a proposed manhole located 1135± LF south and 30± LF west of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence meandering southwesterly 3105± LF to a proposed manhole located 20± LF north and 460± LF east of the intersection of West State Boulevard and Neuhaus Drive; thence westerly 835± LF terminating at a proposed manhole which is a part of this Resolution located 20± LF north of the intersection of West State Boulevard and Westgate Drive.

Said sewer shall be 27" in diameter.

LATERAL #1

Beginning at a proposed manhole structure located 440± LF north of and 330± LF east of the intersection of West State Boulevard and Olladale Drive; thence meandering northerly 460± LF to a proposed manhole located 850± LF north of and 350± LF east of the intersection of West State Boulevard and Olladale Drive; thence meandering northwesterly 925± LF to a proposed manhole located 1300± LF north of and 30± LF east of the intersection of West State Boulevard and Lathrop Place; thence westerly 1860± LF terminating at a proposed manhole located 170± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue.

LATERAL #2

Beginning at a proposed manhole located 175± LF south of and 15± LF east of the intersection of Shaefer Avenue and Moore Drive; thence northerly 1330± LF to a proposed manhole located 15± LF south of and 15± LF east of the intersection of

Butler Road and Moore Drive; thence westerly 665± LF to a proposed manhole located 15± LF south of and 25± east of the intersection of Butler Road and Hillegas Road; thence southerly 485± LF terminating at a proposed cleanout located 100± LF north of and 25± LF east of the intersection of Hillegas Road and Kuhlman Street.

LATERAL #3

Beginning at a proposed manhole 170± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue; thence southerly 280± LF terminating at a proposed manhole located 450± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue.

LATERAL #4

Beginning at a proposed manhole located 170± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue; thence northerly 610± LF terminating at a proposed manhole located 135± LF south of and 30± LF east of the intersection of Hillegas Road and Kuhlman Street.

Said sewer shall be 8" and 12" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11047, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$493,596.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

27" RCP Class III	Twenty-seven dollars and 75/100	27.75
27" RCP Class IV	Thirty-three dollars and 25/100	33.25
19" x 30" RCP HE III	Thirty-four dollars and 65/100	34.65
18" RCP Class III	Twenty dollars and 25/100	20.25
18" RCP Class V	Twenty-six dollars and 50/100	26.50
12" RCP Class IV	Nineteen dollars and 05/100	19.05
12" RCP Class V	Twenty-three dollars and 35/100	23.35
8" Sewer Pipe	Fourteen dollars and 50/100	14.50
STD M-H Type I-J	One thousand one hundred fifty dollars and no/100	1,150.00
STD M-H Type V-J	One thousand seven hundred dollars and no/100	1,700.00
STD M-H Type VI-J	One thousand three hundred dollars and no/100	1,300.00
STD M-H Type II-J (84")	Three thousand dollars and no/100	3,000.00
STD M-H Type II-J (72")	Two thousand seven hundred fifty dollars and no/100	2,750.00
STD 8" Drop Pipe	Forty dollars and no/100	40.00

STD Cleanout	Three hundred twenty-five dollars and no/100	325.00
6" "T" or "WYE" Tapping Unit	Seventy-five dollars and no/100	75.00
6" Building Sewer Pipe	Eighteen dollars and no/100	18.00
STD City of Fort Wayne Tap Permit	Thirty-five dollars and no/100	35.00
Special Backfill	Nine dollars and no/100	9.00
#53 or #73 Special Backfill	Thirteen dollars and 15/100	13.15
6" Stone Surface (Driveways)	Three dollars and 30/100	3.30
6" Concrete (Driveways)	Nineteen dollars and 50/100	19.50
4" Asphalt (Driveways)	Ten dollars and 70/100	10.70
2" Asphaltic Surface	Three dollars and 75/100	3.75
6" Stone Surface (Street)	Two dollars and 40/100	2.40
6" Stone Berm Replacement	Three dollars and 15/100	3.15
8"-15" Culvert Pipe (Incl. Headwalls)	Nine dollars and 75/100	9.75
27" Encased Boring Complete	Two hundred sixty dollars and no/100	260.00
Brush & Tree Removal	Eight thousand eight hundred dollars and no/100 per lump sum	8,800.00
Base Stabilization	Twenty-five dollars and no/100	25.00
Seeding & 1" Mulch	No dollars and 50/100	0.50
Broadcast Seeding	No dollars and 40/100	0.40
2'x4'x20" Concrete Pad	Nine hundred dollars and no/100	900.00
8"-12" Field Tile Replacement	Eight dollars and no/100	8.00
12" Revetment Rip-Rap	Six dollars and no/100	6.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 327-80
- B. Instructions to Bidders for Contract No. 327-80
- C. Contractor's Proposal Dated October 21, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11047
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).

- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addendum No. 1, 2 and 3.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NORTH EASTERN CONSTRUCTION CO., INC.

BY: [Signature]
J.L. Zehr, President

BY: Betty J. Mitchell
Betty J. Mitchell, Secretary

CITY OF FORT WAYNE, INDIANA

BY: [Signature]
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

[Signature]

BOARD OF PUBLIC WORKS

[Signature]
Mark L. Akers, Chairman

[Signature]
Roberta Anderson Staten, Member

[Signature]
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on ____ day of
____, 19____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

NORTH EASTERN CONSTRUCTION COMPANY, INC.

(Name of Contractor)

6700 E. STATE BLVD., FORT WAYNE, INDIANA 46815

(Address of Contractor)

a CORPORATION hereinafter called
(Corporation, Partnership, or Individual)

Principal, and AMERICAN STATES INSURANCE COMPANY

(Name of Surety)

INDIANAPOLIS, INDIANA

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an
Indiana Municipal Corporation in the penal sum of FOUR HUNDRED NINETY THREE THOUSAND FIVE HUNDRED NINETY SIX AND NO/100 dollars (\$ 493,596.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the

16th day of December, 19 80, for construction of:

NEUHAUSE INTERCONNECT INTERCEPTOR - PIERCE PARK. RESOLUTION NO. 327-80

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY11047 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Contract No.

IN WITNESS WHEREOF, this instrument is executed in THREE
(number)

counterparts, each one of which shall be deemed an original, this 16th
day of December, 19 80.

ATTEST:

NORTH EASTERN CONSTRUCTION COMPANY, INC.
(Principal)

BY: [Signature] (S)

(SEAL)

[Signature]
(Witness as to Principal)

6700 E. STATE BLVD.
(Address)

FORT WAYNE, INDIANA 46815

6700 E. State St.
(Address)

Fort Wayne, IN 46815

AMERICAN STATES INSURANCE COMPANY
Surety

ATTEST:

PER POWER OF ATTORNEY
(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

1065 Delaware Ave.
(Address)

Fort Wayne, Indiana 46805

By [Signature]
Attorney-in-Fact
N. RICHARD BOERGER
222 W. BERRY STREET
(Address)

FORT WAYNE, INDIANA 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No.

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint _____

----- N. RICHARD BOERGER AND RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Assistants-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 15th day of May, A. D., 1974, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober

, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 16th

day of December, A. D., 1980

(SEAL)

Thomas M. Ober
Assistant Secretary

DIGEST SHEET*S-80-12-36*TITLE OF ORDINANCE Spy Run Area Sanitary Improvement Sewage Works Grant No.
C-180599-07; Sewer Resolution No. 327-80; Phase 1DEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE A contract with Northeastern Construction to construct
8, 12 and 27 inch sanitary sewers from the intersection of Butler Road and Butler
Court to the intersection of West State Blvd and Westgate Drive and areas
adjacent thereto all in accordance with plans and specifications of the W.P.C.
Utility.EFFECT OF PASSAGE Improvement to the water quality in the Spy Run area with the
construction of sanitary sewers.EFFECT OF NON-PASSAGE The loss of State and Federal Funds to improve Fort Wayne
environs.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will
cost \$493,596.00 which will be paid by USEPA (75%), State (10%) and City Utilities (15%).ASSIGNED TO COMMITTEE (PRESIDENT) City Utilities